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HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

## DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECO

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Swope, Beverly M., Trustee of the Donald and Beverly Suspe Living

CHK 00686

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode: 12515

### PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this deay of Local points, whose address is 821 Cardinal Circle Bedford, Texas 76022) as Lessor, and HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, 13465 Midway Road, Suite 400, Dallas, Texas 76244, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

land, hereinafter called leased premises:

#### See attached Exhibit "A" for Land Description

1. In amsidemition of a cash borust in hand paid and the covenants have breit prigrant, lesses and less exclusively to Laskes the following described land, priest called Laskes frames that the country of Yarmat. Size of TEXAR, containing \$2.22 goes acces, more or less (including any carcinate land) in the country of Yarmat. Size of TEXAR, containing \$2.22 goes acces, more or less (including any carcinate) and in the production and control includes the facility of the purpose of exploring for, developing, producing and marketing of any gas, along with all hydrocarbon and non hydrocarbon accesses, and as by cincarbon gasas. In addition to the accessed-accessed and cases are required as your control of the addition of the accessed and cases are required as you developed the producing and the producing of the purpose of exploring geory, so the producing and producing and the producing

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the fights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shul-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferse to satisfy such obligations with respect to the transferred interest shall not affect the rights of pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all o



10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Leasees shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably more possessary for such purposes. Including but not limited to geophysical operations, the drilling of war and the construction and use of roads, canals, profiles, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Leases to discover, produce, sexogt water from Leasor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted hards in wrich Leasor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith, the ancillary rights granted in mining Leases whether the propriets are such premises described in Paragraph 1 above, nowthistanding any parties and termination of this lease; and (b) to any other lands in wrich Leason now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith, the ancillary rights granted premises or other lands used by Leasee hereunder, without Leasor's consent, and Leasees shall pay for damages caused by its operations to buildings and other improvements only the lease of permises or such other lands, and to commercial timber and growing crops thereon. Lease shall have the right at any time to remove its future, equipment and materials, including velocities on the drilling and production of wells, and the price of oil, oils, and other statutes of working a reasonable time thereafter.

11. Leasee's objection under this lease, whether express or implied, a hall be subject to daily applicable lease shall have the right at any other production or production or

Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to after the terms of this transaction based upon any differing terms negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OF MORE) Beverly M. Swode. Trustee			<u>Trust</u>	. D	. 0
BEWERLY MONTER TRUST	EE OF TI	4E DOW	M23 17	ND DE	NACEN SWO
BEVERLY MUSWOPEN.		LIUMO	. TRI	15T	
Lessor and Trustee					•
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COUNTY OF Arran	th E	GMENT Le	2 3	_ (	
This instrument was acknowledged before me on the 12	day of	<u> 100 n#2,40 04. 1</u>	by Dev	erly N	<u>1 Swope</u>
		~		1/4/	1
JAMES DAVID YOUNG Notary Public, State of Texas		Notary Public, Stat	e of Texas		Total
My Commission Expires		Notary's name (pni Notary's commission	on expires:	1/10%	
June 08, 2011	ACKNOWLED			1610/1	<del> </del>
STATE OF TEXAS			/	,	
COUNTY OF	day of	, 20, l	ру		
Notary Public, State of Texas Notary's name (printed):					
		Notary's commission			
COD	PORATE ACKNO	WIEDGMENT			
STATE OF TEXAS	PORATE ACRIC	WEEDGMEN			
COUNTY OF This instrument was acknowledged before me on the	day of		, 20, by		of
acorpo	oration, on behalf	of said corporation.	·		
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Notary Public, State of Texas  Notary's name (printed):					
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R	ECORDING INFO	ORMATION			
STATE OF TEXAS					
County of					
This instrument was filed for record on the	day of		, 20	_, at	o'clock
M., and duly recorded in					
Book, Page, of the	records of this	office.			
		Ву			
		<del>-1</del>	Clerk (	or Deputy)	2 4 C
	Page 2	of 3		Initia	als (M)
Prod 88 (4-89) PU 640 Acres Pooling NSU w/o Option (10/29)	rage z	. UI 3		1111110	xiG <u>1</u>

# Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the 22 day of FR Lovery , 2009, by and between, HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, as Lessee, and Beverly March Swope Living Trust as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

.212 acre(s) of land, more or less, situated in the H. Weatherford Survey, Abstract No. 1650, and being Lot 24, Block 34, Foster Village, an Addition to the City of Watauga, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 388-81, Page/Slide 32 of the Plat Records of Tarrant County, Texas, and being further described in that certain Warranty Deed with Vendor's Lien recorded on 03/10/2008 as Instrument No. D208084045 of the Official Records of Tarrant County, Texas.

ID: , 14610-34-24

Initials MS\_\_\_